ORDER SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

W.P.No.2966 of 2022
Shahzad Ashraf
Versus
Zarai Taraqiati Bank Limited

S. No. of order / proceedings	Date of order/ Proceedings	Order with signature of Judge and that of parties or counsel where necessary.
	12.08.2022	**Mr. Abdul Hafeez Amjad, Advocate for the petitioner.**

Through the instant writ petition, the petitioner, Shahzad Ashraf, impugns the Office Memorandum (“O.M.”) dated 13.07.2022 issued by the President, Zarai Taraqiati Bank Limited (“ZTBL”) / Appellate Authority dismissing his appeal against the O.M. dated 30.05.2022 issued by the Head (Human Resource) / Authority. Vide the said O.M. dated 30.05.2022, the Authority, on the recommendations of the Authorized Officer imposed major penalty of dismissal from service on the petitioner in exercise of the powers conferred by ZTBL Staff Regulations-2005 read with circular No.HRD/51/2017, dated 12.12.2017.

2. Apparently, the petitioner was first appointed by a subsidiary of ZTBL and subsequently vide letter dated 02.08.2016, ZTBL offered employment against the post of Officer Grade-I (“OG-I”) to the petitioner on the terms and conditions mentioned in the said letter. After the petitioner accepted the said offer, he was employed by ZTBL and his services were confirmed with effect from 09.08.2017. On 28.10.2021, a charge sheet and statement of allegations were issued to the petitioner. The petitioner was alleged to have concealed the fact that he had not obtained the requisite CGPA in his Master of Science in Economics degree from Preston University, Kohat for appointment as OG-I.

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3. Learned counsel for the petitioner submitted that the petitioner had indeed obtained 70% marks in Master of Science in Economics degree from Preston University and therefore the harsh penalty of dismissal from service could not have been imposed on him.

4. It is the foremost duty of the Court to determine whether a petition seeking the issuance of a writ to ZTBL with respect to a matter pertaining to the terms and conditions of service is maintainable.

5. It is an admitted position that the Offer of Employment dated 02.08.2016 from ZTBL explicitly provided that the terms and conditions of the petitioner's service shall be governed by ZTBL Staff Regulations-2005. It is also an admitted position that the said Regulations are not statutory in nature and have been made by the Board of Directors of ZTBL. These Regulations have not at any material stage been approved by the Federal Government.

6. Agricultural Development Bank of Pakistan was converted into a Company after the promulgation of the Agricultural Development of Pakistan (Reorganization and Conversion) Ordinance, 2002 (**"the 2002 Ordinance"**). The Agricultural Development Bank of Pakistan was subsequently renamed as ZTBL. Section 6 of the 2002 Ordinance gives a protection to the officers and staff of ZTBL, employed prior to the conversion of ZTBL into a Corporation, against any change in the terms and conditions of their service. The said protection is inapplicable to the petitioner since he was employed several years after the promulgation of the said Ordinance.

7. The Hon'ble Supreme Court in the case of Masood Ahmed Bhatti Vs. Federation of Pakistan (2012 SCMR 152), it was held *inter alia* that employees appointed by the Pakistan Telecommunication Company Limited, after the enactment of the Pakistan Telecommunication (Reorganization) Act, 1996, were not governed by statutory rules or regulations, and therefore, they could not press into service Article 199 of the Constitution with respect to matters concerning terms and conditions of their service. Additionally, this Court in the judgment dated 30.06.2016, passed in writ petition No.1407/2015, titled "Muhammad AzharKhattak Vs. OGDCL etc." has held *inter alia* that employees appointed in the Oil and Gas Development Company Limited **("O.G.D.C.L.")** after the promulgation of the Oil and Gas Development Corporation (Reorganization) Ordinance, 2001, were not governed by statutory rules and regulations but by rules framed by the Board of Directors of O.G.D.C.L. which were non-statutory in nature. Furthermore, it was held that such employees could not file a writ petition with respect to a matter concerning terms and conditions of their service.

8. Since the petitioner was employed by ZTBL after the latter's conversion into a Corporation, the petitioner's relationship with ZTBL is that of master and servant. The impugned office memoranda dated 30.05.2022 and 13.07.2022 show that the penalty was imposed on the petitioner by the competent authority in exercise of the powers vested in the latter by the ZTBL Staff Regulations-2005. In the case at hand, it is an admitted position that the

terms and conditions of the petitioner's employment were to be governed under the ZTBL Staff Regulations-2005 which are admittedly non-statutory in nature.

9. It is well settled that an employee of a Corporation, in the absence or violation of law or any statutory rule, cannot press in service the Constitutional jurisdiction under Article 199 of the Constitution for seeking the relief of reinstatement in service. Such a petitioner could, however, only claim damages against his wrongful dismissal or termination from service. Reference in this regard may be made to the cases reported as 2016 PLC (C.S.) 315, 2011 PLC (C.S.) 1007, PLD 2010 S.C. 656, PLD 2005 S.C. 806 and 1987 SCMR 1836.

10. In view of the above, this petition is dismissed as not maintainable. The petitioner is at liberty to assail the impugned office memoranda dated 30.05.2022 and 13.07.2022 before the appropriate forum.

(MIANGUL HASSAN AURANGZEB)
JUDGE

*Sultan**